

EXHIBIT “A”

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
NATIONAL GRID CORPORATE SERVICES, LLC,

Plaintiff,

-against-

BRAND ENERGY SERVICES, LLC, ACE
AMERICAN INSURANCE COMPANY and
ERICK LLAGUNO,

Defendants.
-----X

Index No.:

13-02616
VERIFIED COMPLAINT

The plaintiff, **NATIONAL GRID CORPORATE SERVICES, LLC**, by its attorneys, **HAMMILL, O'BRIEN, CROUTIER, DEMPSEY, PENDER & KOEHLER, P.C.**, as and for a complaint against defendants, respectfully alleges upon information and belief:

1. That at all times hereinafter mentioned, the plaintiff National Grid Corporate Services, LLC., hereinafter National Grid, was and still is a domestic limited liability company duly organized and existing pursuant to the laws of the State of New York.

2. That at all times hereinafter mentioned, and upon information and belief, the defendant Brand Energy Services, LLC., hereinafter Brand, was a New Jersey or Delaware limited liability company with offices at 12 Sidney Circle, Kenilworth, New Jersey.

3. That at all times hereinafter mentioned, and upon information and belief, the defendant Brand was a Delaware corporation with offices at 12 Sidney Circle, Kenilworth, New Jersey.

4. That at all times hereinafter mentioned, and upon information and belief, the Ace American Insurance Company is an insurance company authorized to do business in the State of New York, with offices located in Boston, Massachusetts.

5. That at all times hereinafter mentioned, and upon information and belief, the nominal defendant, Erick Llaguno was a resident of Brentwood, Suffolk County, in the State of New York.

6. That the nominal defendant, Erick Llaguno, brought an action in the Supreme Court of Suffolk County, against this plaintiff, National Grid, claiming that on the 24th day of September, 2010, while lawfully at the premises owned by National Grid, the Northport Power Station, located at Waterside Avenue and Eatons Neck Road in the Town of Northport, New York, and as an employee of Brand, he was caused to slip and fall due to an accumulation of grease and oil at those premises. A copy of the summons and complaint in the underlying Llaguno personal injury action is annexed hereto as **Exhibit A**.

7. By stipulation of the parties in the underlying Llaguno personal injury action, the name of the defendant was corrected to read "National Grid Corporate Services, LLC." rather than "National Grid USA Service Company, Inc." as in the original summons and complaint (Exh. A). A copy of the aforesaid stipulation is attached hereto as **Exhibit B**.

8. That at all times hereinafter mentioned, this plaintiff, National Grid Corporate Services, LLC. (National Grid), did enter into a contract – "the contract" - with Brand, whereby Brand agreed to perform certain insulation removal services at National Grid's Northport Power Station, for a fee.

9. That included in "the contract", at ¶ 10 thereof, is a provision requiring Brand to procure and maintain insurance coverage on behalf of National Grid.

10. That upon information and belief, pursuant to "the contract", Brand procured a commercial general liability policy from the Ace American Insurance Company, naming National Grid thereon as an additional named insured.

11. Despite National Grid's tender of its defense in the underlying Llaguno personal injury action to the Ace American Insurance Company, Ace American has refused to provide National Grid with a defense and/or indemnification in that matter.

12. Brand is now in breach of "the contract" between these parties due to its failure to properly procure and maintain insurance coverage on National Grid's behalf covering the incident that is alleged to have occurred on September 24, 2010.

13. Ace American Insurance Company is in breach of its commercial general liability policy with Brand in that it has, up until now, refused to defend and indemnify its additional named insured, National Grid Corporate Services, LLC. in the underlying personal injury action brought by Erick Llaguno.

14. Also included within "the contract" between Brand and National Grid, at ¶ 11 thereof, is an indemnification provision requiring Brand to defend and indemnify National Grid from and against any and all obligations, including personal injury, arising out of or in any way connected with the work performed by the contractor, Brand.

15. Up until the present time, Brand has failed and refused to either defend or indemnify National Grid in connection with the underlying Llaguno personal injury action which arose out of the work performed by Brand.

16. Brand is now in breach of "the contract" between itself and National Grid in that it has up until this time refused to defend or indemnify National Grid in the underlying Llaguno action.

17. That there is presently a justiciable controversy between National Grid and Brand for which the National Grid has no adequate remedy at law.

18. That there is presently a justiciable controversy between National Grid and the Ace American Insurance Company for which there is no adequate remedy at law.

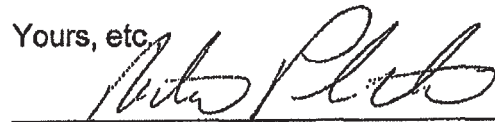
WHEREFORE, the plaintiff, National Grid, prays for an order of this court declaring that:

1. The defendant Brand owes a defense and indemnification to National Grid for the underlying Llaguno personal injury action pursuant to the indemnification agreement contained in "the contract" between them;
2. That the defendant Ace American Insurance Company owes a defense and indemnification to National Grid for the underlying Llaguno personal injury action as National Grid was named as an additional insured on Ace American's policy issued to Brand;
3. That the defendants Brand, Ace American Insurance Company, or either of them, are obligated to indemnify National Grid for all sums expended by National Grid in the defense of the underlying Llaguno personal injury action, including all costs, fees, attorney's fees, costs of investigation or other cost associated with the defense of that action;

4. And, that the plaintiff, National Grid, have such other and further relief as to the court may seem just and proper, together with the costs and disbursements of this action.

Dated: January 18, 2013
Syosset, New York

Yours, etc.



ANTON PIOTROSKI, ESQ.
HAMMILL, O'BRIEN, CROUTIER,
DEMPSEY, PENDER & KOEHLER, P.C.
Attorneys for Plaintiff
NATIONAL GRID CORPORATE SERVICES, LLC
6851 Jericho Turnpike, Suite 250
P.O. Box 1306
Syosset, New York 11791
(516) 746-0707
File #25-1/2-0113S

EXHIBIT “A”

2010265246
JAC

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

SUMMONS

ERICK LLAGUNO,

Index No.: 41938/10
Date Purchased: 11.17.10

Plaintiff(s),

Plaintiff designates Suffolk
County as the place of trial

-against-

NATIONAL GRID USA SERVICE COMPANY, INC.,

Bas/s of Venue: Plaintiff's
residence

Defendant(s).

Residence of Plaintiff:
21 Stuyvesant Street
Brentwood, New York 11717

To the above named Defendant(s):

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
November 11, 2010

SACKS AND SACKS, LLP

By: KENNETH SACKS, ESQ.
Attorney(s) for Plaintiff
Office and Post Office Address
150 Broadway - 4th Floor
New York, New York 10038
(212) 964-5570

Defendant(s) Address(es):

NATIONAL GRID USA SERVICE COMPANY, INC.
One Metro Tech Center
Brooklyn, New York 11201



SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

ERICK LLAGUNO,,

Plaintiff(s),

VERIFIED COMPLAINT

-against-

NATIONAL GRID USA SERVICE COMPANY, INC.,

Index No.:

41933/10

Defendant(s).

Plaintiff, complaining of the defendant, by his attorneys, SACKS & SACKS, LLP,
respectfully alleges as follows:

FIRST: That at all times herein mentioned, defendant, NATIONAL GRID USA SERVICE COMPANY, INC. was and still is a domestic business corporation duly organized and existing under and by virtue of the laws of the State of New York.

SECOND: That at all times herein mentioned, defendant, NATIONAL GRID USA SERVICE COMPANY, INC. was and still is a foreign business corporation duly authorized to own property and conduct business in the State of New York.

THIRD: That at all times herein mentioned, defendant, NATIONAL GRID USA SERVICE COMPANY, INC. was and still is the owner of the Northport National Grid Powerhouse located at Waterside Avenue and Eatons Neck Road in the Town of Northport, County of Suffolk, City and State of New York.

FOURTH: That at all times herein mentioned, defendant, NATIONAL GRID USA SERVICE COMPANY, INC. entered into a contract with Brand Energy Services LLC for Brand Energy Services LLC to perform work, labor and services at the aforesaid premises.

FIFTH: That on the 24th day of September, 2010, while plaintiff, ERICK LLAGUNO was lawfully upon the aforesaid premises as an employee of the aforesaid Brand Energy Services LLC he was caused to sustain serious and severe injuries.

SIXTH: The occurrence as aforesaid was caused solely and wholly by reason of the negligence, carelessness and recklessness of the defendants, their contractors, agents and employees who were negligent in the ownership, operation, management and control of the aforesaid premises. While plaintiff was lawfully performing his duties, he was caused to sustain serious and severe injuries when he slipped on grease and oil at the aforesaid premises. Defendants, their contractors, agents and employees failed to ensure that the work area, passageways and thoroughfares were free of slippery, greasy substances; further, failed to provide proper illumination thereat; further, failed to properly perform housekeeping services; further, violated Sections 200, 240 and 241(6) of the Labor Law of the State of New York, Rule 23 of the Industrial Code of the State of New York, specifically but not limited to 23-1.5, 23-1.7, 23-2.1, 23-1.30, Article 1926 of O.S.H.A and was otherwise negligent, careless and reckless causing plaintiff to sustain serious and severe injuries.

SEVENTH: Claimant was free from comparative fault.

EIGHTH: As a result of the aforesaid occurrence plaintiff was rendered sick, sore, lame and disabled, was confined to bed and home for a long period of time; was caused to expend large sums of money for medical aid and attention and has been prevented from attending his usual occupation and/or avocation for a long period of time.

NINTH: The monetary damages sustained by plaintiff exceed the jurisdictional limitations of all lower courts which would otherwise have had jurisdiction.

WHEREFORE, the plaintiff demands relief against the defendants for conscious pain and suffering, loss of enjoyment of life, medical expenses, past and future, lost wages and union benefits, past and future, and all other recoverable items under New York State law.

SACKS AND SACKS, LLP
Attorneys for Plaintiff(s)
Office & P.O. Address:
150 Broadway - 4th Floor
New York, New York 10038
(212) 964-5570

ATTORNEY'S VERIFICATION BY AFFIRMATION

I, **KENNETH SACKS**, am an attorney duly admitted to practice in the courts of New York State, and say that: I am the attorney of record, or of counsel with the attorney(s) of record, for the plaintiff(s), I have read the annexed **SUMMONS AND VERIFIED COMPLAINT** know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true. My belief, as to those matters therein not stated upon knowledge, is based upon the following: facts, investigations and pertinent data contained in deponent's file.

The reason I make this affirmation instead of plaintiff is because plaintiff(s) reside in a County other than where deponent maintains his office.

Dated: New York, New York
November 11, 2010



KENNETH SACKS, ESQ.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

ERICK LLAGUNA,

Plaintiff(s).

-against-

Index No.:

NATIONAL GRID USA SERVICE COMPANY, INC.,

Defendant(s).

SUMMONS & VERIFIED COMPLAINT

Sacks and Sacks LLP

150 BROADWAY
NEW YORK, NEW YORK 10038
(212) 964-9570

EXHIBIT “B”

25-01132

AUG 17 2011

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
ERICK LLAGUNO,

Index: 10-41933

Plaintiff,

STIPULATION

-against-

NATIONAL GRID USA SERVICE COMPANY, INC.,

Defendant.
-----X

IT IS HEREBY STIPULATED and agreed by and between the office of SACKS AND SACKS, LLP on behalf of plaintiff, ERICK LLAGUNO, and HAMMILL, O'BRIEN, CROUTIER, DEMPSEY, PENDER & KOEHLER, P.C. on behalf of defendant, NATIONAL GRID USA SERVICE COMPANY, INC., that NATIONAL GRID CORPORATE SERVICES LLC be substituted in place of NATIONAL GRID USA SERVICE COMPANY, INC., as the proper party defendant and that the claim against NATIONAL GRID USA SERVICE COMPANY, INC., be discontinued and otherwise extinguished.

IT IS FURTHER STIPULATED and agreed that the caption of this action be amended as set forth below:

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF SUFFOLK

-----X
ERICK LLAGUNO,

Plaintiff,

Index: 10-41933

-against-

NATIONAL GRID CORPORATE SERVICES, LLC,

Defendant.
-----X

Erick Llaguno
Stipulation
Page 1 of 2

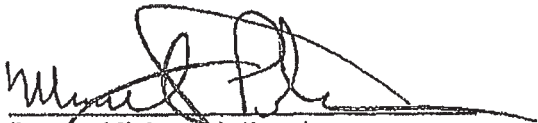
IT IS FURTHER STIPULATED and agreed that the office of Hammill, O'Brien, Croutier, Dempsey, Pender & Koehler, P.C. will accept service of an Amended Summons and Complaint that includes NATIONAL GRID CORPORATE SERVICES, LLC as a party defendant.

IT IS FURTHER STIPULATED and agreed that defendant NATIONAL GRID CORPORATE SERVICES, LLC admits that on September 24, 2010 it was a domestic limited liability company duly organized and existing under the laws of the State of New York with a principal office located in Nassau County, New York.

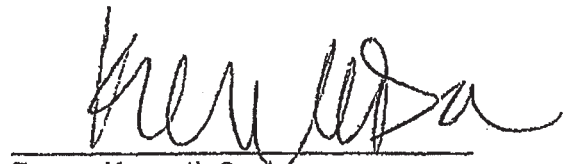
IT IS FURTHER STIPULATED and agreed that defendant, NATIONAL GRID CORPORATE SERVICES, LLC, did enter into a written agreement with Brand Energy Services, LLC on or about June 21, 2010 to perform work/services at the Northport Power Station located on Waterside Avenue in Northport, Town of Huntington, County of Suffolk, New York.

IT IS FURTHER STIPULATED and agreed that this Stipulation can be filed by any party to this action without notice.

Dated: Syosset, New York
August 3, 2011



By: Michael J. Pender
HAMMILL, O'BRIEN, CROUTIER,
DEMPSEY, PENDER, & KOEHLER, P.C.
Attorneys for Defendant
NATIONAL GRID CORPORATE
SERVICES, LLC s/h/a
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File: 25-1/2-0113S



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Erick Llaguno
Stipulation
Page 2 of 2